

DUE PROCESS FOR THE CITIZENS OF CONNECTICUT

Good after noon Senator Robert Duff, Chairman of this committee and to all the other distinguished members of the banking committee. My name is Johnny Ray Moore and I am a citizen of the State of Connecticut.

I am here today to support Sen. Anthony Musto Senate Bill 159 to repeal Connecticut General Statute sec. 49-17. And I would like to read the Statue into the record. Foreclosure by owner of debt without legal title. When any mortgage is foreclosed by the person entitled to receive the money secured thereby but to whom the legal title to the mortgaged premises has never been conveyed, (I would like to put emphasize on has never been conveyed) the title to such premises shall, upon the expiration of the time limited for redemption and on failure of redemption, vest in him in the same manner and to the same extent as such title would have vested in the mortgagee if he had foreclosed, provided the person so foreclosing shall forthwith cause the decree of foreclosure to be recorded in the land records in the town in which the land lies. This is the law as it pertains to this statute.

The legal establishment of this State in particular with emphasis as to the laws firms of the State of Connecticut who commence civil actions against the citizens of this State on behalf of the Plaintiff's cites C.G.S. sec. 49-17 as legal grounds to foreclosure and take property from the citizens of the State of Connecticut without having the title? This is real time: a local law firm will bring an action to foreclose on behalf of a Plaintiff and records a Lis Pendens on the land records attesting to the world that both the mortgage and the note was assigned to the Plaintiff before the commencement of the law suit; knowing that this is not true. The law firm will also confirm this untruth in a Complaint that is filed with the Court by stating that both the Note and Mortgage was assigned to the Plaintiff, again knowing that this is not true. The law firm will LATER file a Mortgage of Assignment on the land records, acknowledging that the Mortgage was actually assigned after the commencement of the law suit and complaint. The Defendant will file a Motion to Dismiss for Lack of Subject Matter Jurisdiction because the action commenced without the plaintiff having mortgage title. The law firm will file and Objection to the Motion to Dismiss for Lack of Subject Jurisdiction because the law firm will cite C.G.S. sec. 49-17 stating this statue allows the Plaintiff to foreclose even when the Plaintiff's has misrepresented the fact by recording a Lis Pendens on the land records declaring to the world to be in possession of the mortgage prior to the commencement of the action by **virtue of an Assignment of Mortgage**. Bring suit to court pleading that the Plaintiff **was assigned** both the Note and Mortgage when in fact the law firms know both are untrue. How does the law firm know this to be untrue because the law firm recorded an Assignment of Mortgage from the **alleged Assignor to the Assignee is executed and delivered with a date after the commencement of the law suit?**

Is this the purpose of C.G.S. Sec. 49-17. because the law specifically states Foreclosure by owner of debt without legal title because the title (mortgage) was never conveyed. The local law firms are recording Notices of Lis Pendes on the land records and filing Complaints in Superior Court on behalf of the Plaintiff's stating that the Mortgage and the Note was assigned before the commencement of the action only later to record the Assignments of Mortgage on the land records dated after the commencement of the foreclosure and bringing the foreclosure under C.G.S. sec. 49-17. Are local law firms are abusing this statute and violating C.G.S. Sec. 47-33c? Chain of title for not less than forty years creates marketable record title?

Are local law firms that are bringing these foreclosure actions abusing C.G.S. sec. 49-17 by not filing any Decree of foreclosure on the land records which is a prerequisite of C.G.S. sec. 49-17? " but to whom the legal title to the mortgaged premises has never been conveyed, the title to such premises shall, upon the expiration of the time limited for redemption and on failure of redemption, vest in him in the same manner and to the same extent as such title would have vested in the mortgagee if he had foreclosed, provided the person so foreclosing shall forthwith cause the decree of foreclosure to be recorded in the land records in the town in which the land lies.

If a review of the land records are done the evidence would be must shocking as to how wide spread the Decree of Foreclosures have not been recorded on the land records as C.G.S. sec. 49-17 requires.

If the Decree of Foreclosures are not being recorded on the land records by law, do the local law firms know they are supposed to do this? In the State of Connecticut Courts Public Library one of the most respected books among the legal professionals is a book known as **CONNECTICUT FORCLOSURES**. In the newly published 5th Edition Volume 1 page 163 it is quoted "The only additional burden placed on a plaintiff proceeding under Connecticut General Statute sec. 49-17 is that he "cause the decree of foreclosure to be recorded in the land records in the town in which the land lies." It is clear that such a recording of the decree is intended to be in addition to the certificate of foreclosure that Connecticut General Statute sec. 49-16 requires, since the foreclosure decree is dated as of the date of judgment, and provides no information regarding the ultimate resolution of the case by redemption or failure to redeem; assuming a failure to redeem, this is a function of the certificate of foreclosure. Thus, a party foreclosing under Connecticut General Statute sec. 49-17 should record both the decree and the certificate of foreclosure".

Another major issue of possible abuse by the plaintiff's and the law firms that represent them are the facts that C.G.S. sec. 49-17 also states that "the title to such premises shall, upon the expiration of the time limited for redemption and on failure of redemption, also states that the title to such premises shall, upon the expiration of the time limited for redemption and on failure of redemption, vest in him (the plaintiff) in the same manner and to the same extent as such title would have vested in the mortgagee (the Plaintiff) he had foreclosed provided the person (the Plaintiff) so foreclosing shall forthwith cause the decree of foreclosure to be recorded in the land records in the town in which the land lies."

Plaintiff's are bringing the actions under 49-17 and having the mortgages vested in the name of Mortgage Electronic Registration Systems better known as (MERS) and not in the name of the Plaintiff's that are bringing the foreclosure action. Is this a very serious violation and has the judicial system allowed foreclosure to go on in this manner? If a investigation is done regarding the **Certificates of Foreclosure which is to be done according to C.G.S. sec 49-18** will be found that Plaintiff's and their law firms are bringing suit under 49-17 and the mortgages where not vested to the plaintiff but to MERS! It appears that MERS is using and alleged Plaintiff to circumvent the **Appellant ruling regarding Fleet National Bank V. Nazareth 75 Conn. App 791, our Appellant Court states only the note holder can bring an action to foreclose the mortgage which is security for the note.** To use strict foreclosure under 49-17 and have the title to become absolute to another party other than the plaintiff who brought the suit should this be stop as of this date condoned no longer?

Our Connecticut Appellant Court has ruled in *Ocwen Federal Bank, V. Charles*, 95 Conn. App. 315, 323, " In Connecticut, strict foreclosure is the rule, foreclosure by sale the exception.... Most significantly, the effects of strict foreclosure are to vest title to the real property absolutely in the mortgagee and to do so with any sale of the property.

Has the legal establishment used C.G.S.sec 49-17 to circumvent C.G.S.Sec. 47-33c. Chain of title for not less than forty years creates marketable record title. I would like to read into the read. {Any person having the legal capacity to own land in this state, who has an unbroken chain of title to any interest in land for forty years or more, shall be deemed to have a marketable record title to that interest, subject only to the matters stated in section 47-33d. A person has such an unbroken chain of title when the land records of the town in which the land is located disclose a conveyance or other title transaction, of record not less than forty years at the time the marketability is to be determined, which conveyance or other title transaction purports to create such interest in land, or which contains language sufficient to transfer the interest, either in (1) the person claiming that interest, or (2) some other person from whom, by one or more conveyances or other title transactions of record, the purported interest has become vested in the person claiming the interest; with nothing appearing of record, in either case, purporting to divest the claimant of the purported interest.}

The Appellant Court has upheld a long standing common law principle that the security follows the debt. Connecticut Supreme Court in 1919, in the case of Waterbury Trust Company V. Weisman, 94 Conn 210 at pages 218-219: The note and the mortgage are inseparable, the (note) is essential; the later (mortgage) an incident. Assignment of the note carries the mortgage with it... The principle was cited again with approval by the Connecticut Supreme Court in the 1998 case of New Milford Savings Bank V. Jajer, 244 Conn. 251, 266. Our Connecticut's Federal Court has also upheld the same with In re AMSCO, Inc., 26 B.R. 358, 361 (Bkcty.Conn., 1982) (reaffirming that the note and mortgage are inseparable). In Carpenter V. Longan, 83 US Supreme Court (16), 271, 274 (1872) the note carries the mortgage.

This has been the common law of the land for over 140 years up until banks under the auspice of MERS said this is no longer the common law of the land in all of the 50 State including the State of Connecticut. See www.mersinc.org IT IS ALSO RECOMMENDED THAT THE MEMBERS OF THIS COMMITTEE READ "CONNETICUT FORECLOSURE"

5TH EDITION VOLUME II PAGES 389 TO 441. THE INFORMATION IS MUST SHOCKING AND YOU WILL BETTER UNDERSTAND WHY C.G.S. SEC. 49-17 SHOULD BE REPEALED.

Many mortgage transactions the borrower knew nothing of MERS. MERS was never mentioned and the borrower had no knowledge that the Lender who lent the money for the mortgage loan was not in fact the mortgagee?

There could be a host of potential legal problems for the State of Connecticut if C.G.S. sec. 49-17 not repealed!

Violation of the State of Connecticut long held Common Law principle that the Mortgage follows the Note.

Two First Lien Mortgagee simultaneously.

Clouded Titles.

UN Marketable Titles.

Mortgage Liens that are being robo signed and recorded on the land records.

Assignment of Mortgages being recorded on the land records with No Chain of Title to the Note.

Insurance Fraud by alleging to be the mortgagee for homeowner's insurance policies.

Banking Fraud alleging to be a mortgagee (MERS)

Voided Judgments (illegal foreclosures)

Lack of Due Process Lawsuits

Fifth and 14th Amendment Lawsuits

One of the greatest writings that have ever been written by men is the Constitution of the United States of America; it seems to have been given to us by God Himself.

The Fourteenth Amendment to the United States Constitution Section 1 and I would like to quote it for the record: All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the States wherein they reside. No State (Connecticut) shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State (Connecticut) deprive any person of life, liberty, or **property**, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

Here in the State of Connecticut that is called the Constitution State you can not register a car all though you my have the note. How much more should a financial institution not be able take a home unless they can prove that they have a legal title representing an ownership history of the Note to foreclose on the homes of the citizens of this State?

Special acknowledgement to Bishop Bobby J. Davis and Christine Davis as well as Elder Queen Mims for their support for the people of Connecticut by coming to this hearing today.

Sincerely,

Johnny Ray Moore
American Citizen of the State of Connecticut
March 6, 2012

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